

**REMARKS**

Please reconsider this application in view of the following remarks. Applicants thank the Examiner for carefully considering the application and for withdrawing the finality of the previous Office Action.

**Disposition of Claims**

Claims 1, 5-6, and 28-36 are pending. Claims 1, 29, and 33 are independent. The remaining claims depend, directly or indirectly, from claims 1, 29, and 33.

**Drawings**

Applicants appreciate the Examiner indicating that the drawings are accepted. However, as Applicants have previously noted, the Examiner has incorrectly indicated that the drawings were filed on July 3, 2006, when they were in fact filed on July 16, 2003. Appropriate correction is respectfully requested.

**Rejections under 35 U.S.C. § 102**

Claims 1, 5, 29, 30, 33, and 34 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Pub. No. 2002/0107891 ("Leamon"). This rejection is respectfully traversed.

"A claim is anticipated only if *each and every element* as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Further, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." MPEP § 2131 (emphasis added). Applicant respectfully asserts that Leamon does not expressly or inherently describe each and every element of independent claims 1, 29, and 33.

Specifically, independent claims 1, 29, and 33 recite, in part:

obtaining a first markup of the first channel of content and a second markup of the second channel of content, wherein the first markup is encoded in a generic markup language and *the second markup is encoded in a device-specific markup language associated with an access device*;

forwarding the first markup to a rendering engine to obtain a third markup of the first channel of content, wherein the third markup is encoded in the device-specific markup language;

*aggregating* the second markup and the third markup to create a front page

Applicants respectfully submit that the term “encoded,” as recited in the claims, is used as an *adjective*, not a verb. That is, wherever the claims recite that a markup is “encoded” in a particular markup language, the claims are merely describing a *characteristic* of the markup, rather than an action to be performed on the markup. Thus, as Applicants have previously noted, the claims clearly require that the second markup of the second channel of content, *as obtained*, already be encoded in the *device-specific* markup language. This reading of the claims is fully consistent with the specification. *See, e.g.*, Specification as filed, p. 14, lines 10-12 (clearly describing the difference between “rendering” and “non-rendering” content *providers*). Further, the second markup and the third markup clearly must be *aggregated* to create a front page.

The Examiner is attempting to equate the content described in Leamon with the first markup and the second markup recited in the claims. Specifically, to teach the second markup, the Examiner claims that Leamon teaches that “the independent content provider maintains several *formats* [sic] of content applicable to different classes of devices.” *Office Action* dated February 12, 2007, p. 3 (emphasis added). The Examiner is clearly misquoting Leamon. In fact, Leamon teaches that “the independent content provider maintains several forms of content applicable to different classes of devices. For example, the independent content provider may

maintain and return content that is appropriate for small, medium or large devices....” Leamon, [0025] (emphasis added).

Clearly, by teaching several *forms* of content, Leamon is merely indicating that the *content itself* may differ depending on the type of device. For example, the Examiner will surely agree that “small, medium or large devices” are generally not able to display the same amount of content per screen. Therefore, different sizes of devices generally require different *forms* of content appropriate to different screen sizes. One common example is a web page that provides versions with and without images. Both versions are encoded in the same *format* (i.e., Hypertext Markup Language (HTML)), but have different *forms* (i.e., with or without images). Clearly, the *form* of content may change without changing the *format* of the content.

In fact, Leamon consistently teaches that the content received from the independent content provider is *always* formatted in a *standard* markup language. For example:

- “The content is retrieved in response to the request and is *formatted in a standard markup language regardless of the identified device type*.” *Ibid*, abstract and [0007] (emphasis added).
- “The data is retrieved in response to the request, and *formatted in a standard markup language, regardless of the identified interface*.” *Ibid*, [0008] (emphasis added).
- “The process of the invention adopts a *standard information markup language* format (XMTML) in one preferred embodiment) for which the transformation process is adapted.” *Ibid*, [0018] (emphasis added).
- “The request causes information to be accessed and transmitted by the application 50, 52 electronically *in a standard markup language format*....” *Ibid*, [0019] (emphasis added).
- “The rendering engine 60 performs an object-oriented transformation process that uses the *standard language pre-formatted information as its input*.” *Ibid*, [0020] (emphasis added).

- “Once the information is retrieved from the proprietary application *in the standard format language* (e.g., XHTML basic), the information encounters the transform process in rendering engine **60**.” *Ibid*, [0023] (emphasis added).
- “The rendering engine **60** fetches, in step **104**, the content requested by the user message. *The content is formatted in the standard language.*” *Ibid*, [0025] (emphasis added).
- “In step **108**, the transformation on the *standard format information* is performed, *converting* it into a format language compatible with the user device.” *Ibid*, [0026] (emphasis added).
- “The content is retrieved, in step **504**, in response to the request, *formatted in a standard markup language regardless of the identified device type.*” *Ibid*, [0027] (emphasis added).
- “The data is retrieved and transmitted electronically *in a standard markup language format.*” *Ibid*, [0028] (emphasis added).
- “The data is retrieved in response to the request, in step **704**, *formatted in a standard markup language, regardless of the identified interface.*” *Ibid*, [0029] (emphasis added).

The meaning of the passages cited above is entirely unambiguous: *all* content is obtained from the provider in a *standard* markup language format. Therefore, the content must *always* be transformed into a device-specific markup *after* the content is obtained.

Further, in arguing that Leamon teaches the second markup, the Examiner cites references to the “transformer” and “rendering engine” described in Leamon. *See Office Action* dated February 12, 2007, pp. 4-5. To the contrary, in Leamon, the transformer and rendering engine are clearly used to transform the content *after* the content has already been obtained in a *standard* markup language. *See, e.g., Leamon* at Fig. 2A (clearly illustrating that the rendering engine obtains content in a standard markup language). Therefore, the passages cited by the Examiner fully support Applicants’ assertion that the content in Leamon is always obtained in a *standard* markup language.

In view of the above, Leamon clearly does not describe the second markup recited in the claims. Specifically, the second markup, *as obtained*, must already be encoded in the *device-specific* markup language, while all content in Leamon is obtained in a *standard* markup language, regardless of device type or interface. In equating the content described in Leamon with the first markup and the second markup recited in the claims, the Examiner is clearly mischaracterizing the cited reference, which is wholly improper.

Moreover, even assuming *arguendo* that Leamon teaches the second markup recited in the claims, the claims clearly require *aggregating* the second markup and the third markup to create a front page. While Applicants acknowledge that the Examiner is required to give the claims their broadest reasonable interpretation, the Examiner is clearly ignoring the plain meaning of the term “aggregating.” Specifically, aggregating refers to gathering elements into a mass, sum, or whole. *See, e.g.,* The American Heritage® Dictionary of the English Language: Fourth Edition, 2000, as cited at <http://www.bartleby.com>. Although Leamon describes multiple possible sources of content, Leamon is completely silent with respect to *aggregating* multiple markups. In fact, Leamon is completely silent with respect to *any* sort of aggregation whatsoever. Thus, in relying on Leamon to teach the aggregating recited in the claims, the Examiner is reading out an express limitation of the claims and mischaracterizing the cited art, which is wholly improper.

In view of the above, Leamon clearly does not expressly or inherently describe each and every element of independent claims 1, 29, and 33. Therefore, independent claims 1, 29, and 33 are patentable over Leamon for at least the reasons given above. Claims 5, 30, and 34 depend, directly or indirectly, from independent claims 1, 29, and 33, and are therefore patentable over

Leamon for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

### **Rejections under 35 U.S.C. § 103**

As an initial matter, to establish a *prima facie* case of obviousness, “[f]irst, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest *all the claim limitations*.” MPEP § 2143 (emphasis added). Further, “all words in a claim must be considered in judging the patentability of that claim against the prior art.” MPEP § 2143.03.

### Claims 6, 21, and 35

Claims 6, 31, and 35 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Leamon in view of U.S. Patent No. 6,781,609 (“Barker”). This rejection is respectfully traversed.

As noted above, Leamon does not expressly or inherently describe each and every element of independent claims 1, 29, and 33. Barker fails to supply what Leamon lacks, as evidenced by the fact that the Examiner is relying on Barker solely to teach “wherein the generic markup language is abstract markup language.” Therefore, independent claims 1, 29, and 33 are clearly patentable over Leamon and Barker, whether the references are viewed separately or in combination. Claims 6, 31, and 35 depend, directly or indirectly, from independent claims 1, 29, and 33, and are therefore patentable over Leamon and Barker for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 28, 32, and 36

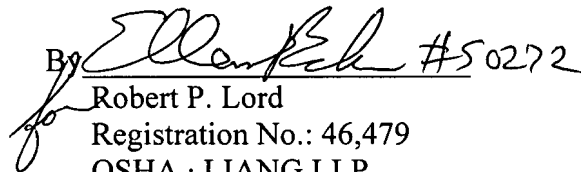
Claims 28, 32, and 36 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Leamon in view of U.S. Patent Application Pub. No. 2004/0205567 (“Nielsen”). This rejection is respectfully traversed.

As noted above, Leamon does not expressly or inherently describe each and every element of independent claims 1, 29, and 33. Nielsen fails to supply what Leamon lacks, as evidenced by the fact that the Examiner is relying on Nielsen solely to teach “wherein the third markup language is dynamically rendered at runtime when the access device is in use.” Therefore, independent claims 1, 29, and 33 are clearly patentable over Leamon and Nielsen, whether the references are viewed separately or in combination. Claims 28, 32, and 36 depend, directly or indirectly, from independent claims 1, 29, and 33, and are therefore patentable over Leamon and Nielsen for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

Applicants believe this reply is fully responsive to all outstanding issues and places this application in condition for allowance. If this belief is incorrect, or other issues arise, the Examiner is encouraged to contact the undersigned or his associates at the telephone number listed below. Please apply any charges not covered, or any credits, to Deposit Account 50-0591 (Reference Number 03226/511001).

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